

PEPPER, HAMILTON & SCHEETZ

ATTORNEYS AT LAW

123 SOUTH BROAD STREET  
PHILADELPHIA, PENNSYLVANIA 19109  
215-893-3000

JAMES A. OUNSWORTH  
215-893-3466

10 SOUTH MARKET SQUARE  
HARRISBURG, PA. 17108  
717-233-8483

RECORDATION NO. 9747-2  
Filed 1425

NOV 2 1978 - 2 20 PM

INTERSTATE COMMERCE COMMISSION

November 1, 1978

1776 F STREET, N. W.  
WASHINGTON, D. C. 20006  
202-862-7500

2049 CENTURY PARK EAST  
LOS ANGELES, CA. 90067  
213-879-0904

8-306A086

No.   
Date NOV 2 1978  
Fee \$10.

ICC Washington, D. C.

H. Gordon Homme, Jr.  
Acting Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Homme:

I am sending herewith for filing in your office pursuant to Section 20c of the Interstate Commerce Act, six counterparts of the following:

First amendment to Conditional Sale Agreement dated as of September 15, 1978 between Exchange National Bank of Chicago, as Trustee and General Motors Corporation (Electro-Motive Division) covering 7 locomotives for use in Interstate Commerce.

There is also enclosed a check in the amount of \$10.00 for the recordation fees. The names and addressees of the parties to the transactions are as follows:

Agent: Girard Bank, as Agent  
3 Girard Plaza  
Philadelphia, PA 19101

Vendee and Lessor: Exchange National Bank of Chicago, as Trustee  
130 S. LaSalle Street  
Chicago, IL 60609

Investor: The Life Insurance Company of Virginia  
P. O. Box 27424  
Richmond, VA 23261

RECEIVED

NOV 2 2 19 PM '78

I.C.C.  
FEE OPERATION BR.

*C. J. Fitzgerald*

H. Gordon Homme, Jr.  
November 1, 1978  
Page 2

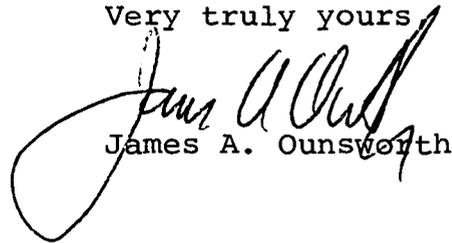
Beneficiary: Michigan National Leasing  
Corporation  
38200 West Ten Mile Road  
Farmington Hills, MI 48024

Lessee: Toledo, Peoria & Western  
Railroad Company  
2000 E. Washington Boulevard  
E. Peoria, IL 61611

The equipment covered by the agreement consists of 7 diesel electric locomotives with A.A.R. mechanical designation G.P., bearing Lessee road numbers 2005-2011, inclusive and marked "Owned by a Bank or Trust Company, as Trustee, and subject to a Security Interest recorded with the I.C.C.".

Kindly return to the bearer five counterparts of each of the documents.

Very truly yours,



James A. Ounswoth

JAO/mlm  
Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

11/2/78

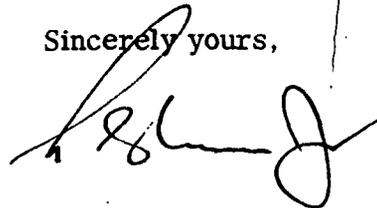
OFFICE OF THE SECRETARY

James A. Ounsworth  
Pepper, Hamilton & Scheetz  
123 South Broad Street  
Phila. Pa. 19109

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 11/2/78 at 2:20pm and assigned recordation number(s) 9747-D

Sincerely yours,



H.G. Homme, Jr.,  
Acting Secretary

Enclosure(s)

SE-30-T  
(2/78)

RECORDATION NO. 9747-2 Filed 1425

NOV 2 1978 - 2 20 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1 TO CONDITIONAL  
SALE AGREEMENT DATED AS OF SEPTEMBER 15, 1978

AMENDMENT NO. 1 dated as of September 15, 1978, to the Conditional Sale Agreement dated as of September 15, 1978 (the Conditional Sale Agreement), among EXCHANGE NATIONAL BANK OF CHICAGO, as Trustee under a Trust Agreement dated as of September 15, 1978 with MICHIGAN NATIONAL LEASING CORPORATION (hereinafter in such capacity called the Trustee) and GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) (the Builder).

WHEREAS pursuant to the Conditional Sale Agreement, the Builder has agreed to sell to the Trustee the railroad equipment described in Annex A thereto;

WHEREAS the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 6, 1978, at 2:10 p.m. under recordation number 9747;

WHEREAS certain of the rights of the Builder were assigned to Girard Bank, as agent (the Agent) for The Life Insurance Company of Virginia pursuant to an Agreement and

Assignment dated as of September 15, 1978, between the Builder and the Agent, filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 6, 1978, at 2:10 p.m., under recordation number 9747-A; and

WHEREAS it has come to the attention of the parties that Schedule I of the Conditional Sale Agreement is incorrect.

NOW, THEREFORE, in consideration of the mutual promises and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and intending to be legally bound, the parties hereto do hereby agree as follows:

Section 1. Schedule I to the Conditional Sale Agreement as originally filed is hereby deleted, and there is hereby substituted in lieu thereof Schedule I in the form attached hereto as Exhibit A.

Section 2. Except as hereby amended, the Conditional Sale Agreement shall remain in full force and effect the same as when originally executed.

Section 3. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the Commonwealth of Pennsylvania; provided, however, that the parties shall be entitled to all rights, conferred by Section 20c of the

Interstate Commerce Act and such additional rights arising out of the filing, recording or deposit hereof, if any.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

GENERAL MOTORS CORPORATION.  
(ELECTRO-MOTIVE DIVISION)

By *W. Thomas*  
~~Vice President~~  
ASSISTANT SECRETARY

[CORPORATE SEAL]

Attest: *J. Scott*  
Assistant Secretary

GIRARD BANK

By *W. D. Day*  
Vice President

[CORPORATE SEAL]

Attest: *W. D. Day*  
Assistant Secretary

EXCHANGE NATIONAL BANK OF CHICAGO,  
not in its individual capacity but  
solely as Trustee

By *W. D. Day*  
Vice President

[CORPORATE SEAL]

Attest: *W. D. Day*  
Assistant Trust Officer

Approved as of September 15, 1978.

The Life Insurance Company of  
VIRGINIA

By James L. Landrey  
Vice President

STATE OF ILLINOIS

:

SS.

COUNTY OF COOK

:

On this 31<sup>st</sup> day of OCTOBER, 1978, before me personally appeared W. H. THOMAS, ~~to me personally known~~, <sup>ASSISTANT SECRETARY</sup> who being by me duly sworn says that he is a ~~Vice President~~ of General Motors Corporation (Electro-Motive Division), that one of the seals affixed to the foregoing instruments is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Agnes J. Hapke*

Notary Public

*Oct. 10. 1982*

[NOTARIAL SEAL]

COMMONWEALTH OF PENNSYLVANIA

:

SS.

COUNTY OF PHILADELPHIA

:

On this 17th day of Oct, 1978, before me personally appeared H. E. Ikeler, to me personally known, who, being by me duly sworn says that he is a Vice President of GIRARD BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Diane A. Baxter*

Notary Public

DIANE A. BAXTER, NOTARY PUBLIC  
PHILADELPHIA, PHILADELPHIA COUNTY  
MY COMMISSION EXPIRES AUG. 31, 1981  
Member, Pennsylvania Association of Notaries

[NOTARIAL SEAL]

STATE OF :  
COUNTY OF : SS.

On this 20 th day of OCTOBER, 1978, before me personally appeared MICHAEL D. GOODMAN, to me personally known, who being by me duly sworn says that he is a Vice President of Exchange National Bank, that one of the seals affixed to the foregoing instruments is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation as trustee by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation as trustee.

Marion L. Fritocher  
Notary Public

[NOTARIAL SEAL]

## SCHEDULE I

PERIOD	BEGINNING PRINCIPAL	INTEREST PAYMENT	PRINCIPAL PAYMENT	ENDING PRINCIPAL	TOTAL PAYMENT
1	1000000.00	48750.00	21754.87	978245.13	70504.87
2	978245.13	47689.45	22815.42	955429.71	70504.87
3	955429.71	46577.20	23927.67	931502.04	70504.87
4	931502.04	45410.72	25094.15	906407.89	70504.87
5	906407.89	44187.38	26317.49	880090.40	70504.87
6	880090.40	42904.41	27600.46	852489.94	70504.87
7	852489.94	41558.88	28945.99	823543.95	70504.87
8	823543.95	40147.77	30357.10	793186.85	70504.87
9	793186.85	38667.86	31837.01	761349.84	70504.87
10	761349.84	37115.80	33389.07	727960.77	70504.87
11	727960.77	35488.09	35016.78	692943.99	70504.87
12	692943.99	33781.02	36723.85	656220.14	70504.87
13	656220.14	31990.73	38514.14	617706.00	70504.87
14	617706.00	30113.17	40391.70	577314.30	70504.87
15	577314.30	28144.07	42360.80	534953.50	70504.87
16	534953.50	26078.98	41175.92	493777.58	67254.90
17	493777.58	24071.66	42219.65	451557.93	66291.31
18	451557.93	22013.45	38349.02	413208.91	60362.47
19	413208.91	20143.93	39321.12	373887.79	59465.05
20	373887.79	18227.03	35377.00	338510.79	53604.03
21	338510.79	16502.40	36273.74	302237.05	52776.14
22	302237.05	14734.06	34722.77	267514.28	49456.83
23	267514.28	13041.32	30662.09	236852.19	43703.41
24	236852.19	11546.54	31439.30	205412.89	42985.84
25	205412.89	10013.88	32236.18	173176.71	42250.06
26	173176.71	8442.36	33053.31	140123.40	41495.67
27	140123.40	6831.02	33891.11	106232.29	40722.13
28	106232.29	5178.82	34750.16	71482.13	39928.98
29	71482.13	3484.75	35630.98	35851.15	39115.73
30	35851.15	1747.74	35851.15	0.	37598.89

PROGRAM STOP AT 1000

USED 3.46 UNITS